

WHEN RECORDED, RETURN TO:  
WASATCH COUNTY SCHOOL DISTRICT  
ATT: PAUL SWEAT  
101 EAST 200 NORTH  
HEBER CITY, UTAH 84032

Ent 462037 Bk 1248 Pg 150-154  
Date: 01-APR-2019 9:37:11AM  
Fee: \$22.00 Check Filed By: TC  
PEGGY FOY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: VALLEY HILLS LLC

## BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and entered into this 12<sup>th</sup> day of October,  
2017 by and between

Wasatch County School District (WCSD)

and

Annette A. Probst, Trustee of the Annette A. Probst Family Trust U/A/D 4/10/01 (PROBST)

### RECITALS

1. **WCSD** is the owner, in fee simple, of a parcel of real property situated in Heber City, Wasatch County, State of Utah, with parcel ID number 00-0011-8443 and being more particularly described in the Warranty Deed recorded as Entry 118644 in Wasatch County Official Records as follows:

COMMENCING at a point having State Plane Rectangular Coordinates of X:2025017.09 and Y:795033.19 (based on the Lambert Conformal Projection, Utah Central Zone), said point also being North 497.57 feet and East 1048.63 feet from the West one quarter corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 00°04' 29" East 199.32 feet; thence South 88°51'13" East 661.47 feet; thence South 02°08' 36" West 196.91 feet; thence North 89°03' 51" West 654.32 feet to the point of beginning.

TOGETHER with all improvements thereon and appurtenances thereunto belonging.

2. **PROBST** is the owner, in fee simple, of a parcel of real property situated in Heber City, Wasatch County, State of Utah, with parcel ID number 00-0005-7526 and being more particularly described in the Quit-Claim Deed recorded as Entry 319386 in Wasatch County Official Records as follows:

TRACT 1: Beginning 26.16 chains South of the Northeast corner, NW ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence North 89 12' West 29.50 chains; thence South 17° West 4.34 chains; thence East 2102.4 feet; thence North 02° East 26.74 feet; thence South 88° 45' East 300 feet; thence North 02° East 228.02 feet; thence North 89° 12' West 380.16 feet to the beginning;

LESS MADSON SMALL SUBDIVISION, also known as; Beginning South 1628.17 feet and East 2755.77 feet from the Northwest corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence South 89° 29' 55" East 275.66 feet; thence South 02° 1' 46" West 216.65 feet; thence South 88° 58' 02" West 269.98 feet; thence North 00° 30' 05" East 223.80 feet to the point of beginning; and

WHEN RECORDED, RETURN TO:  
 WASATCH COUNTY SCHOOL DISTRICT  
 ATT: PAUL SWEAT  
 101 EAST 200 NORTH  
 HEBER CITY, UTAH 84032

LESS the portion described as: Beginning at a point which is South 26.16 chains and N 89° 12' West 200 feet from the Northeast corner of the Northwest ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base & Meridian;  
 thence North 89° 12' West 1747 feet; thence South 17° West 286.44 feet; thence East 1902.4 feet; thence North to the point of beginning.

TRACT 2: Beginning 26.96 chains South of the Northeast corner, NW ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence West 30.77 chains; thence South 17° West 48 links; thence South 89° 12' East 2110.52 feet; thence North 02° East 73.26 feet; thence West 71.58 feet to the point of beginning.

3. WHEREAS, on or about January 2017 a property survey by Bing Christensen, a professional land surveyor working for Summit Engineering Group, Inc., and holding Utah license #145796 was performed on property owned by **WCSD**, said survey to be filed here after at the office of the Wasatch County Surveyor, and
4. WHEREAS, it is advantageous to both of the above-named parties to agree to a common boundary line between their respective properties, in order to remove the discrepancies between the title lines and fence lines of the two properties, and
5. WHEREAS, it is the desire of the above-named parties to reduce to writing an agreement regarding the true location of the boundary line between the subject properties.

NOW THEREFORE, *in consideration of the premises*, it is hereby agreed and covenanted as follows:

That the boundary line between the subject properties is as described in the following boundary description, which common line or portion of common line acknowledged and accepted as being the true and accurate boundary between the subject properties per above mentioned boundary survey:

Beginning at a point that lies South 89°31'49 West along the Section line a distance of 1,116.68 feet and South a distance of 1,999.43 feet from the Northwest corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base & Meridian, thence South 88°54' 00" East 608.59 feet.

SEE ATTACHMENT 1 FOR A GRAPHICAL REPRESENTATION OF DESCRIBED BOUNDARY LINE.

6. In order to further establish the boundary line as described in the surveyed boundary description in paragraph 5 above as the true location of the boundary line between the subject properties, and in consideration of this agreement, **WCSD** hereby releases, remises, and quit claims to **PROBST** all right, title, and interest in and to the real property lying immediately and adjacent to the NORTH of the common boundary line as described in the boundary description in paragraph 5 above, and **PROBST** hereby releases, remises, and quit claims to **WCSD** all right, title, and interest in and to the real property lying immediately and adjacent

WHEN RECORDED, RETURN TO:  
WASATCH COUNTY SCHOOL DISTRICT  
ATT: PAUL SWEAT  
101 EAST 200 NORTH  
HEBER CITY, UTAH 84032

to the SOUTH of the common boundary line as described in the boundary description in paragraph 5 above;

7. This Agreement shall be binding upon the heirs, executors, administrators, or assigns of the parties hereto;
8. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement;
9. Any modification on the Agreement or additional obligation assumed by any party in connection with the Agreement shall be binding only if in writing signed by each party or any authorized representative of each party;
10. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that any party may be called on to pay, a reasonable sum for the successful party's attorney fees;
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah;

WHEN RECORDED, RETURN TO:  
WASATCH COUNTY SCHOOL DISTRICT  
ATT: PAUL SWEAT  
101 EAST 200 NORTH  
HEBER CITY, UTAH 84032

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned;

**Wasatch County School District**

Ann Heerner  
SIGNATURE

BY: Ann Horner  
PRINTED NAME



Board President  
OFFICER TITLE

State of UTAH

County of WASATCH

On the 13 day of October, 2017 personally appeared before me Ann Horner who being by me duly sworn did say that he/she is the Board President of Wasatch County School District, and that the foregoing instrument was signed in behalf of the district by authority of a *resolution of its members*, and he/she duly acknowledged to me that he/she executed the same.

[Signature]  
Notary Public  
My commission expires: 10/16/2019

**Annette A. Probst, Trustee of the Annette A. Probst Family Trust U/A/D 4/10/01**

Annette Probst  
SIGNATURE

BY: Annette Probst  
PRINTED NAME

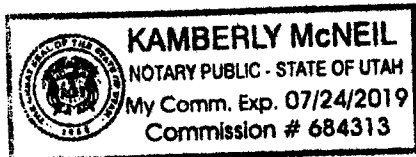
ITS: Seller  
TRUST OFFICER TITLE

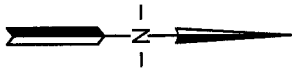
State of Utah

County of Wasatch

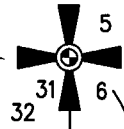
On the 13<sup>th</sup> day of November, 2017 personally appeared before me Annette Probst who being by me duly sworn did say that he/ she is the Trustee of Annette A. Probst Family Trust U/A/D 4/10/01 LLC, and that the foregoing instrument was signed on behalf of Trust by authority of the Trustee, and he/she duly acknowledged to me that he/she executed the same.

[Signature]  
Notary Public  
My commission expires: 7-24-19





NORTHWEST CORNER  
SECTION 32, T3S, R5E,  
SLB&M. FOUND MONUMENT



LINE BEARING	DISTANCE
L1 N 88°43'17" W	191.56'

1,116.68'

SOUTH  
1,999.43'



S88°31'49"W 2,681.05'  
BASIS OF BEARINGS

NORTH ONE QUARTER CORNER  
SECTION 32, T3S, R5E,  
SLB&M. FOUND MONUMENT



PROJECT  
C17-002

PROJECT  
ATTACHMENT 1

SHEET  
1

PROBST, DUKE FARMS, INC AND WASATCH COUNTY SCHOOL  
DISTRICT BOUNDARY LINE AGREEMENT EXHIBIT

55 WEST CENTER  
P.O. BOX 176  
HEBER CITY, UT 84032



P: 435.654.9229  
F: 435.654.9231

Summit Engineering Group Inc.

Structural • Civil • Surveying